

## 2024 CHICAGO RESIDENTIAL LEASE

*Revised May 2024 with the updated Chicago Residential Landlord Tenant Ordinance Summary*

### IMPORTANT MESSAGE FOR COMPLETING LEASE

- This lease is date sensitive and is up to date with local, county and state law for **2024**. Do not use for subsequent calendar years. The lease will be updated annually.
- The attached lease is in a fillable PDF format to aid in its use.
- The lease must be used in its entirety. The lease, including REQUIRED attachments, is 32 pages.
- Fill in each blank. If not applicable use "N/A" or in the case of no security deposit use "None".
- Spaces are provided if you as an owner or owner's agents insist upon taking a security deposit.

**IMPORTANT: This is a Chicago Association of REALTORS® form lease and is not specifically tailored to the legal requirements of your particular transaction. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to using this lease.**

**This form lease is provided as a member service by the Chicago Association of REALTORS® and is restricted to use only by members of the Chicago Association of REALTORS® and those who are party to a transaction facilitated by a Chicago Association of REALTORS® member.**

# Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes

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**This Contract is Intended to be a Binding Real Estate Contract**

V11.1 2024

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Date of Lease Preparation	Term of Lease		Monthly Rent
<b>2024</b>	Lease Beginning Date & Time	Lease Ending Date & Time	

**Leased Address (Premises):** \_\_\_\_\_

In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances listed below (if any) in the Premises, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into this Lease when indicated	
		A Security Deposit is being held by Landlord (if any)	\$ _____
If YES, must complete →		Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	Name: _____ Address: _____
		<b>Non-Refundable Move-In Fee (if any)</b>	\$ _____
		Pets Permitted (description of any pet permitted during lease):	
		Parking included in lease (space number(s) if any):	
		Storage unit included in lease (space number(s) if any):	
		Furnished? If yes, attach Rider 23 - Furnished Lease Rider	
		Rent shall include the following (check those that apply):	<input type="checkbox"/> Water <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Basic Cable <input type="checkbox"/> Satellite <input type="checkbox"/> Internet <input type="checkbox"/> Lawn Care <input type="checkbox"/> Snow Removal <input type="checkbox"/> Other _____
		Personal property owned and provided by Landlord (check those that apply):	<input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave <input type="checkbox"/> Oven/Range <input type="checkbox"/> Dishwasher <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Other _____
		Landlord's Property Insurer (Required for properties with 4 units or more) (Name, Address, and Phone of Homeowner Insurance Company):	
		Tenant's Property Insurer, if required by Landlord: (Name, Address, and Phone of Renter Insurance Company):	

**Identification of Tenant(s):**

<b>Name(s)</b>	
<b>Telephone:</b>	
<b>Email:</b>	

*Check if applicable*  
 \_\_\_\_\_ (Tenant Name) is a Licensed Broker in the State of Illinois leasing the Premises.

**Name(s) of persons authorized to occupy Premises:**


**Landlord(s) or Authorized Management Agent:**

<b>Name(s):</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

*Check if applicable*  
 \_\_\_\_\_ (Landlord Name) is a Licensed Broker in the State of Illinois and has direct or indirect interest in the Premises.

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	

**Additional Agreements and Covenants:**

## Lead-Based Paint and Radon Disclosures (Separate Documents)

Lead-Based Paint Hazard Disclosure:  Attached Separately  Not Applicable

Protect Your Family From Lead in Your Home Pamphlet:  Included in this Lease

Disclosure of Radon Hazards:  Attached Separately  Not Applicable

Radon Testing Guidelines Pamphlet:  Included in this Lease

The tenant acknowledges they have received and executed separately the above applicable document(s).

Tenant Acknowledgment \_\_\_\_\_

## Heating Cost Disclosure

The cost of heating is the responsibility of the \_\_\_ Tenant \_\_\_ Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is \$\_\_\_\_\_.

Tenant Acknowledgment \_\_\_\_\_

## Notice of Conditions Affecting Habitability

None Known

See Attached

Tenant hereby acknowledges that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

Tenant Acknowledgment \_\_\_\_\_

## Tenant hereby acknowledges receipt of the following:

- City of Chicago Building Code Violations (if any)
- Preventing Bedbug Infestations in Apartments Pamphlet
- City of Chicago Residential Landlord and Tenant Ordinance Summary
- Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits
- Heating Cost Disclosure (if applicable)
- Security Deposit Receipt (if applicable)
- Condominium Association Rules & Regulations (if applicable)
- Landlord's Recycling Procedures (Required for buildings with 5 or more units)

Tenant Acknowledgment \_\_\_\_\_

## Confirmation of No Agency (only if applicable)

Only complete if Licensee is acting as a non-agent to the Tenant. Tenant acknowledges that \_\_\_\_\_ ("Licensee") does not represent Tenant and is not acting as the Designated Agent for the Tenant in connection with any inquiry, showing, offer, sale, or lease of the Premise.

Initial Only if Applicable

Tenant Acknowledgment \_\_\_\_\_

## Confirmation of Dual Agency (only if applicable)

Only complete if Licensee is acting as a Dual Agent. Landlord and Tenant confirm that they have previously consented and agreed to have \_\_\_\_\_ ("Licensee") act as Dual Agent in providing brokerage services on behalf of both Landlord and Tenant and specifically consent to Licensee acting as Dual Agent on the transaction covered by this Lease.

Initial Only if Applicable

Landlord Acknowledgment \_\_\_\_\_

Tenant Acknowledgment \_\_\_\_\_

## LEASE COVENANTS AND AGREEMENTS

**1. Application.** Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

Tenant Acknowledgment \_\_\_\_\_

**2. Tenant Inspection Prior to Occupancy: Building Code Violations.** Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property.

Tenant Acknowledgment \_\_\_\_\_

**3. Tenant Responsibility Regarding Bed Bug Infestation.** Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to bed bug infestation.

Tenant Acknowledgment \_\_\_\_\_

**4. The Rent.** Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

**5. Late Fee.** The Monthly Rent shall be automatically increased \$10, plus 5% of the amount by which the Monthly Rent exceeds \$500, as additional rent, if received by Landlord after the 5th of the month for which it is due.

**6. Returned Bank Items.** If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$\_\_\_\_\_ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

**7. Possession.** Landlord shall deliver possession of the Premises to Tenant on the Beginning Date & Time of the Lease. In the absence of a specific Lease Beginning Time, the Lease shall begin at 8:00 AM. If Landlord is unable to deliver possession to Tenant on such date and time, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

**8. Security Deposit.** (If applicable). If Landlord has accepted the Security Deposit to ensure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.

**9. Use of Premises.** The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by Landlord, no person may occupy the Premises for more than a single two week period, during any single year of the Lease term unless listed in the Application. Neither Tenant nor any person in legal occupancy of the Premises shall perform or permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago.

Use of Premises as a Shared Housing Unit (as that term is defined in Section 4-14-010 of the Municipal Code of Chicago) *(check one) If no selection is made, by default Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED.*

Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED under this Lease. At no time shall Tenant enter into short-term subleases, rooms for rent, or AirBNB agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

Shared Housing Units, AirBNB and/or rooms for rent ARE ALLOWED under this Lease. **If checked, Shared Housing Acknowledgement must be attached and signed.**

**10. Tenant Maintenance Obligations.** Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Lease Beginning Date & Time, normal wear and tear excepted. Landlord may, at its sole discretion, use all or part of the Security Deposit, if any, to repair any damage caused to the Premises by the Tenant or any person under the Tenant's control or on the Premises with the Tenant's consent, reasonable wear and tear excluded.

**11. Sublease.** Tenant shall not sublease any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of the Premises shall not release Tenant from Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

**12. Assignment.** Tenant shall not assign this Lease without the prior written consent of Landlord, which may be granted or denied at Landlord's sole and absolute discretion.

**13. No Alterations.** Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of Landlord.

**14. Right of Access by Landlord.** Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

**15. Right of Access to Show Premises to Prospective Tenants and Purchasers.** Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. With such notice, Landlord shall also have the right to access the Premises to take photographs/video of the Premises for marketing purposes. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease, market, or sell the Premises, and Tenant shall be liable for any damages caused by breach of this provision.

**16. Holding Over.** Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Lease Ending Date & Time of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Leasing Ending Date & Time of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.

**17. Heat and Water.** If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to Tenant during the winter months, at a level prescribed by statute or local ordinance. If water is included in the Monthly Rent, Landlord will supply the water in reasonable quantities, strictly for residential use.

**18. Utilities.** Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of this Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date & Time set forth on page one. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

**19. Damages and Negligence.** Tenant shall be liable for any damage done to the premises as a result of Tenant's or Tenant's invitees, guests, or others authorized to reside in the Premises direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

**20. Abandonment.** The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

**21. Notices.** Any legal notice or demand may be served by personal service on any Tenant; or by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be served by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

**22. Damage or Destruction.** If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

**23. Tenant's Personal Property.** Except as provided by applicable law, Landlord shall not be responsible for the loss of any of Tenant's personal property in the Premises or on any part of the property. Tenant shall obtain insurance sufficient to cover all potential losses.

**24. Landlord's Title.** Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create or cause any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs and damages incurred by Landlord, including all legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance.

**25. Legal Expenses.** Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance.

**26. Litigation Escrow.** In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

**27. Surrender of Possession.** Provided that the Landlord has not otherwise terminated this Lease,

(a) If the Tenant has a tenancy of less than 6 months, upon Landlord's notice of intent not to renew this Lease served 30 days prior to the Lease Ending Date & Time, the Tenant shall surrender possession of the Premises and shall return the keys to Landlord or Landlord's agent on the Lease Ending Date & Time.

(b) If the Tenant has resided in the Premises for more than 6 months but less than 3 years, and provided that the Landlord has served a notice of intent not to renew this Lease at least 60 days prior to the Lease Ending Date & Time, then Tenant shall surrender possession of the Premises and shall return the keys to Landlord or Landlord's agent on the Lease Ending Date & Time. If the Landlord does not serve a notice of Landlord's intent not to renew this Lease at least 60 days prior to the Lease Ending Date & Time, then Tenant may continue to reside in the Premises upon the same terms and conditions as in the last month of the Lease at the most recent non-discounted full monthly rent amount until the Landlord serves a 60 day notice of intent not to renew this Lease.

(c) If the Tenant has resided in the Premises for more than 3 years, and provided that the Landlord has served a notice of intent not to renew this Lease at least 120 days prior to the Lease Ending Date & Time, then Tenant shall surrender possession of the Premises and shall return the keys to Landlord or Landlord's agent on the Lease Ending Date & Time. If the Landlord does not serve a notice of Landlord's intent not to renew this Lease at least 120 days prior to the Lease Ending Date & Time, then Tenant may continue to reside in the Premises upon the same terms and conditions as in the last month of this Lease at the most recent non-discounted full monthly rent amount until the Landlord serves a 120 day notice of intent not to renew this Lease.

(d) Possession shall be surrendered at the Lease Ending Date & Time. In the absence of a specific Lease Ending Time, the Lease shall end at 6:00 PM. Surrender of possession may also be deemed to have occurred if Tenant returns the keys to Landlord or Landlord's agent at or prior to the expiration of this Lease.

**28. Subordination of Lease/Estoppel.** This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

**29. Eminent Domain.** If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated and Tenant shall not be entitled to any compensation.

**30. Heirs and Assigns.** All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

**31. Acceptance of Rent after Tenant Breach.** Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of Tenant breach.

**32. Time of the Essence.** Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

**33. Severability.** In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

**34. Landlord's Remedies.** All rights and remedies granted to Landlord hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Landlord's failure to exercise any of its rights or remedies.

**35. No Additional Energy Draining Devices.** Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

**36. Parking and Storage.** Tenant shall not be entitled to parking or storage space outside the Premises, unless additional parking or storage is specified on page one.

**37. Joint and Several Liability.** All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

**38. Re-Keying of Locks upon Prior Tenant Vacating.** Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall promptly provide notice thereof to Landlord. Tenant shall immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlord's request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

**39. Criminal Activity by Tenant.** If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the Premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the Lease and recover the Premises.

**40. Rules and Regulations of Condominium/Homeowners Association.** If the Premises is a condominium or part of a Homeowners Association, Tenant, and any person occupying the premises and any of Tenant's guests, invitees, and/or

assigns, shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium/Homeowners Association.

## RULES AND REGULATIONS

1. Unless permitted on page one, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.

2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for storage, recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.

3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.

4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.

5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.

6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.

7. No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of Landlord, which consent shall constitute a license revocable immediately upon written notice of Landlord.

8. No items of personal property shall be placed in, around or upon any common area of the building.

9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.

10. No cooking, baking or similar activity is permitted outside the kitchen area, except when grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a grill shall be borne by Tenant.

11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.

12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.

13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.

14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.

15. The use of water furniture is prohibited.

16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord's policies.

17. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

----- [SIGNATURE PAGE FOLLOWS] -----

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed

Tenant(s) Signature:

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

Landlord(s) Signature:

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

**Guaranty:** On \_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of this Lease.

Guarantor: \_\_\_\_\_

**Guarantor Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

-----  
**For Informational Purposes Only**

**Tenant's Broker's Information:**

Designated Agent: \_\_\_\_\_  
Brokerage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Landlord's Broker's Information:**

Designated Agent: \_\_\_\_\_  
Brokerage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

**Are there any exemptions to these tenant responsibilities?**

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

**What penalties can a tenant face for not complying with these requirements?**

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as \$2,000 for a third offense. Landlords can not fine tenants.

**What are my rights as a tenant under this ordinance?**

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

**What are my landlord's responsibilities under this ordinance?**

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.
- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional.

**How much time does a landlord have to provide a pest management professional?**

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

**Does the ordinance require any specific type of inspection or treatment?**

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

**Do these requirements apply to condominiums or cooperative building?**

Yes, but only to units that are being rented.

**What penalties can a landlord face for not complying with these requirements?**

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as \$2,000 for a third offense.

**What should I do if my landlord is not responsive?**

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

Additional information, including a copy of the ordinance, can be found at:

[www.cityofchicago.org/health](http://www.cityofchicago.org/health)

Follow us on Twitter & Facebook

 @ChiPublicHealth

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Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

#### **Why is this brochure being provided to me?**

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance provides that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

#### **What are bed bugs?**

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

#### **What do bed bugs look like?**

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

#### **Where do bed bugs live?**

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

#### **How can bed bugs get into an apartment?**

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent

apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

#### **What can I do to prevent bed bugs from getting into my apartment?**

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

#### **What else can I do to prevent a bed bug infestation?**

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

#### **Do bed bugs transmit disease?**

No, bed bugs are not known to transmit disease.

#### **Are there other health concerns related to bed bugs?**

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

#### **How do I know if I have a bed bug infestation in my apartment?**

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

#### **What should I do if I suspect there are bed bugs in my apartment?**

Under this ordinance, tenants MUST call their landlord immediately then follow-up in writing. Tenants SHOULD NOT try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the

landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

#### **Should I dispose of bedding, clothing or other materials that may be infested?**

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

#### **What should I do with any linens or clothes that may be infested?**

- Wash all linen and other infested materials (including clothing) in hot water, then after drying the clothes, keep them in the dryer and dry for an additional 20 minutes on the highest setting.
- Put un-washable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't reinfest them.

#### **What are my responsibilities as a tenant under this ordinance?**

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:
  - Don't interfere with an inspection or with a treatment
  - Grant access to your apartment for an inspection or a treatment.
  - Make the necessary preparations, as instructed by your land-lord or a pest management professional,
  - Dispose of any items that a pest management professional has determined can not be treated or cleaned.



## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



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# Protect Your Family From Lead in Your Home

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United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

March 2021

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/lead

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## For More Information

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### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

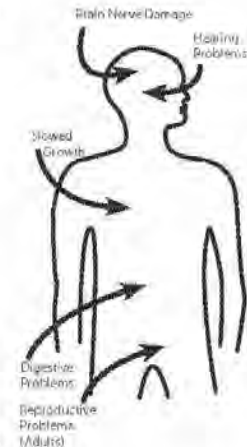
<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior window sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.



## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



# IEMA-OHS

ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND OFFICE OF HOMELAND SECURITY

## Radon Guide for Tenants



***The Illinois  
Emergency  
Management  
Agency and  
Office of of  
Homeland  
Security (IEMA  
OHS) can offer  
you additional  
information or  
assistance.***

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## **Purpose of This Guide**

This guide is designed for people who rent apartments, condominiums, or houses. The guide explains what radon is, and how to find out if there is a radon problem in your residence. The guide also talks about what you can do if you have high radon levels in your residence.

## **Did You Know That . . .**

- Radon causes approximately 21,000 lung cancer deaths in the U.S. and approximately 1,200 deaths in Illinois each year.
- One-third of all housing units in Illinois are rental units. Most are either single-family houses or apartments located below the third floor of a building.
- People living in rented houses and apartment buildings can find out if they have high radon concentrations in their residences. Building owners can fix radon problems by having repairs made to the building.

## **What is Radon?**

Radon is a radioactive gas that is found in soil and rock in all parts of the U.S. and throughout Illinois. It is formed by the decay of uranium, which is a natural process. Radon gas is invisible, and it has no odor or taste.

## **What Types of Buildings Contain Radon?**

- Radon may be found in all types of homes and buildings. Radon gas is in the ground, and it can seep into buildings.
- Radon typically moves from the ground into a home through drains, cracks or other openings in the foundation due to pressure differentials. Radon then can be trapped inside the home.

## How Does Radon Affect Health?

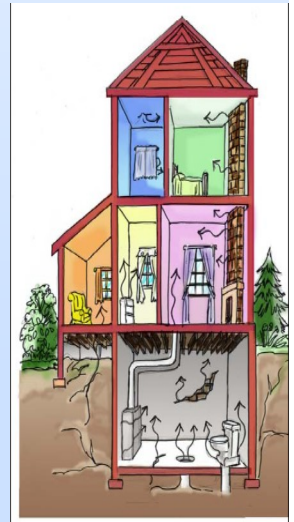
- Studies show radon is the leading cause of lung cancer among non-smokers.
- The higher the radon level indoors, the greater the amount you breathe. Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. As they break down, these particles release small bursts of energy that can damage the lung tissue.
- Inhaling indoor air containing radon over a period of many years increases your risk of lung cancer. Radon induced lung cancer risk depends on how much radon is in your home, how much time you spend in your home, and your family history. If you are a smoker or a former smoker, the risk of getting lung cancer from radon is even greater.

## Does Your Home Have High Radon Levels?

You cannot see, smell or taste radon. Therefore, **testing** is the only way to determine the radon level in your home.

## Has Your Building Been Tested Already?

- If the building you live in has been tested properly for radon, you probably do not need to test for radon yourself. Before you sign your lease agreement (whether you live in a house, apartment, or condominium building), the owner is required to inform you in writing that a radon hazard may exist and provide you with a copy of the test results. If you have questions, call IEMA-OHS at 1-800-325-1245.
- If your building has not been tested for radon, you can test for radon yourself using a radon test kit or ask the owner to test by hiring a licensed radon contractor.



## IEMA-OHS Recommends Testing All Homes and Apartments

Because most indoor radon gas comes from naturally occurring radon in the soil, IEMA OHS recommends all residences be tested for radon.

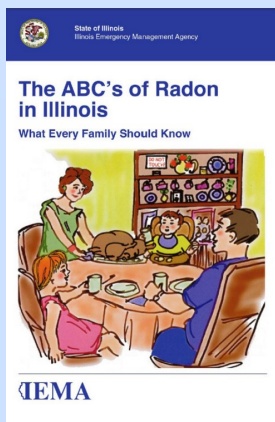
In some cases, high radon levels have been found on upper floors, due to radon movement through elevators or other air shafts in the building and may come from building materials in high rise buildings.

### Can You Test for Radon Yourself?

- You can test for radon yourself.
- Testing for radon is easy to do, and takes very little time.
- To test for radon yourself, first obtain a radon test device. You can buy do-it-yourself radon test kits in home improvement and hardware stores. Some laboratories provide kits through mail order.
- The price of a radon test kit can be \$15 to \$25. The price generally includes the cost of laboratory analysis.
- You can order a low cost test kit from the IEMA-OHS Radon Hotline at 800-325-1245.

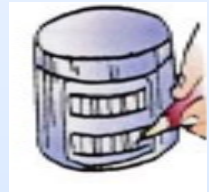
### You Can Hire a Professional to Test?

- You can hire a professional to test your residence for radon.
- The price of a radon test performed by a license professional can be \$150 to \$250.



## Different Ways to Test For Radon

- At the commencement of the agreed leasing period, a tenant shall have 90 days to conduct his or her own radon test of the dwelling unit.
- The quickest way to test for radon is with a short-term test. Short-term tests remain in your home for 2 days to 90 days, with the average test lasting between 2-7 days, depending on the device. Long-term radon tests remain in your residence for more than 90 days.
- Because radon levels vary from day to day and season to season, a long-term test provides a year-round average radon level.



### How do you use a radon test kit?

Follow the instructions that come with the kit.

When you use any radon test:

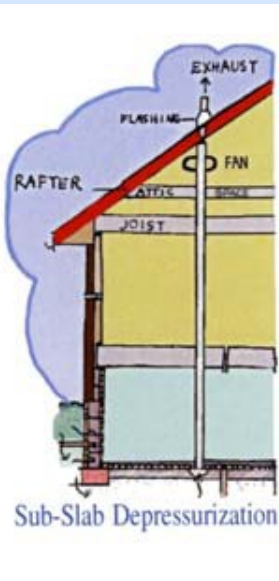
- The test kit should be placed in the lowest level of your home that your family uses regularly. For example, if you live in a house and you use the basement, place the test kit there. Put the test kit in a room that is used regularly, but NOT in your kitchen or bathroom.
- Keep the test in place for as long as the instructions say, but for at least 48 hours. Then, re-seal the package and mail it to the laboratory listed on the package. Results are sent within a few weeks.
- Keep doors and windows closed as much as possible during the test. Drafts can affect the test results.

## What do radon test results mean?

- Radon levels are measured in "picocuries per liter" or "pCi/L". The higher the radon level, the greater the risk from long-term exposure. IEMA-OHS recommends you take action to reduce radon if the radon level is 4.0 pCi/L or higher.
- If a short-term test is 4.0 pCi/L or higher, IEMA recommends a second test to confirm the results.

## What Can You Do if Your Residence has High Radon Levels?

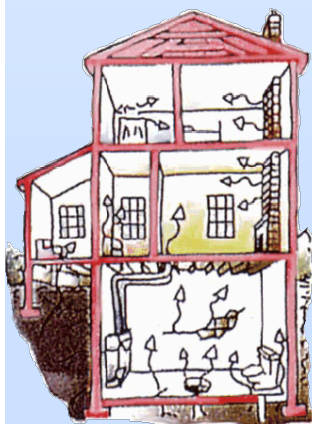
- Fixing a radon problem usually involves repairs to the building, therefore, it is generally the building owner - and not the tenant - who is authorized to have this work done. However, if your residence has high radon levels, you can take the steps below to see that the problem is fixed.
- If your radon testing shows high radon levels, the tenant is required to inform the lessor within 10 days. The owner may need choose to confirm radon concentrations in the building buy hiring a licensed professional.
- If the lessor has elected to not mitigated the radon hazard, the tenant may terminate the lease.
- If you live in an apartment building, you can share your radon information with other residents. Other residents may wish to test their own units or to discuss the matter further with the owner.





## What Can Lessors Do About Radon Problems?

- The lessor may hire a radon contractor to perform an additional radon test within 30 days after the tenant notifies the lessor of the results of a radon test.
- The results of a measurement by a radon contractor may be used by the lessor to disprove the presence of a radon hazard.
- Test results are valid for a period of 2 years after the date of the testing unless any renovations, additions, or modifications are made to the building containing the dwelling unit.
- If the lessor declines to dispute the results of the tenant's radon test showing a radon hazard or does not mitigate the hazard, the tenant may, within 60 days:
  - (1) hire, at the tenant's expense, a radon contractor to perform radon mitigation activities. If the tenant chooses to conduct mitigation activities, the mitigation activities shall only be done with express consent of the lessor; or
  - (2) terminate the lease.
- Radon reduction requires a trained professional. To find out which radon reduction system is right for a building, and the cost of repairs, Lessors should consult with a licensed radon contractor.



## Tenant's Radon Checklist



- At the time of entering into a lease, or at any time during the leasing period, upon request, the lessor shall provide to a tenant in a unit below the third story with:
  - (1) the IEMA-OHS pamphlet Radon Guide for Tenants;
  - (2) copies of any records or reports pertaining to radon concentrations within the dwelling unit that indicate a radon hazard; and
  - (3) the Disclosure of Information on Radon Hazards to Tenants form.
- Follow instructions included in your radon test kit.
- If your test shows radon levels above 4.0 pCi/L, notify the Lessor of the test results in writing within 10 days.
- If you have high radon levels or if you need additional information and assistance about radon testing and radon repairs, contact the IEMA radon office, the National Radon Helpline or other organizations that work on radon or housing issues.

### If You Smoke . . .

Smoking combined with exposure to high radon levels is a serious health risk. If you smoke or are a former smoker, the presence of radon greatly increases your risk of lung cancer. If you stop smoking and lower your radon levels, you will reduce your lung cancer risk.

For More Information  
IEMA-OHS Website  
[www.radon.illinois.gov](http://www.radon.illinois.gov)  
IEMA Toll-free Hotline  
1-800-325-1245



# Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!



**Brandon Johnson**  
Mayor of Chicago

Approved by the City of Chicago: July 2020  
Summary Revised: December 2023



# Residential Landlord Tenant Ordinance Summary

At initial offering, this Summary of the ordinance must be attached to every written rental agreement and upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal.

{Mun. Code Ch. 5-12-170}

**IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY IS RECOMMENDED.**

Any terms in a lease that conflicts with applicable portions of the RLTO are unenforceable.

**IMPORTANT NOTICE—These provisions apply to *all* residential units, regardless of whether they are covered by the RLTO.**

## Under the 2020 revisions of the RLTO (“Fair Notice Ordinance”), Landlords must provide a tenant that is not in the eviction process:

- 30 days of notice to terminate a month-to-month tenancy, decline to renew your lease or raise your rent if you have lived in your apartment for less than six months.
- 60 days of notice for the same if you have lived in your apartment for more than six months but less than three years.
- 120 days of notice for the same if you have lived in your apartment for more than three years.

## Lockouts are illegal under Ordinance

- It is illegal for a landlord to lock out a tenant. Examples include: changing, removing, or plugging locks; removing doors or windows of a rental unit; removing tenant’s personal property from a rental unit; cutting off heat, utility or water services; or doing anything else which that makes any part of the unit or tenant’s personal property inaccessible or uninhabitable for the purpose of forcing the tenant to move
- The Police Department is responsible for enforcement of the RLTO’s prohibition against lockouts. (Police Special Order 93-12)
- The landlord shall be fined \$200-\$500 for each day the lockout occurs or continues.

## What rental units are not covered by the Ordinance? {MUN. CODE CH. 5-12-010 & 5-12-020}

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid monthly and the unit is occupied for more than 32 continuous days.
- School dormitory rooms, hospitals, shelters, employee’s quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.
- Employee housing

**IMPORTANT NOTICE- The following provisions apply only to rental units covered by the RLTO**

## Under the Fair Notice Ordinance, if you have been given an eviction notice for nonpayment

You now have the one-time right to remain in your apartment and end the eviction case against you if you: pay all your back rent owed and pay any court filing fees your landlord has paid in your eviction case. You are free to make these payments until a judge issues a formal eviction order against you.

## What are tenants required to do?\*



The tenant, the tenant’s family, and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-850 {MUN. CODE CH. 5-12-040; 14X-1-103.3}:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant’s apartment.
- Regularly testing smoke alarms and carbon monoxide alarms and notifying the owner in writing of any deficiencies.
- Keeping the unit safe and clean.

The tenant must permit access to the rental unit to the landlord upon receiving two days’ notice that the landlord intends to enter for the following purposes {Mun. Code Ch. 5-12-050}:

- Make repairs, supply services and perform necessary inspections

In cases of emergency, the tenant must allow access to the rental unit without receiving two days’ notice.

**\*For a complete list, review the [RLTO Ordinance](#).**

**Please note:** Except in cases of emergencies, tenants should not change the locks on their units without first notifying their landlord. If the tenant does change the locks, they must provide the landlord with a key.

**What are landlords required to do?\***

- Give tenant written notice of the owner’s or manager’s name, address, and telephone number or for a person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands. {Mun. Code Ch. 5-12-090}
- Within seven days of being served a foreclosure complaint, an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease. {Mun. Code Ch. 5-12-095}
- To give new or renewing tenants notice of:
  1. Code citations issued by the City in the previous 12 months for the rental unit or common areas;
  2. Pending Housing Court or administrative hearing actions affecting the rental unit or common areas;
  3. During the entire occupancy, any notice of intent by a utility provider to shut off Water, electrical or gas service to the building. {Mun. Code Ch. 5-12-100}
- To maintain the property in compliance with all applicable provisions of the Municipal Code. {Mun. Code Ch. 5-12-070}

**\*For a complete list, review the [RLTO Ordinance](#).**

**SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081}\***

- A landlord must give a tenant a receipt for a security deposit; however, if the security deposit is paid electronically, the landlord has the option to give an electronic receipt.
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- The landlord must provide via a written rental agreement or in other writing within 14 days of receipt of the security deposit detailing which financial institution the security deposit will be deposited.
- A landlord must pay interest each year on security deposits and prepaid rent held more than six months by either cash or credit to be applied to rent due. The rate of interest a landlord must pay is set each year by the City Comptroller.
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates and an estimated or actual cost for repairing or replacing damaged items, attaching copies of the paid receipts for the repair or replacement.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. {Mun. Code Ch. 5-12-110(g)}



- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit, if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest.

**\*For more information regarding security deposits, especially in the event of property transfer, please review the [RLTO Ordinance](#).**

SUBLEASES {MUN. CODE CH. 5-12-120}

If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent. However, if the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord’s cost of advertising. The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.

ATTORNEY’S FEES {MUN. CODE CH. 5-12-180}

Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney’s fees.

**What happens if there are problems during tenancy, and what are the available remedies?**

TENANT REMEDIES {MUN. CODE CH. 5-12-110}

*Minor Defects*

If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant’s family or guests are not responsible for the failure, the tenant may:

1. Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the 15th day until repairs are made; OR
2. Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month’s rent without exceeding one month’s rent. Repairs must be done in compliance with the Code and receipts must be provided to the landlord; and also
3. File suit against the landlord for damages and injunctive relief.

*Major Defects*

If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If repairs are not made, the tenant may immediately terminate the lease and the landlord shall return all prepaid rent, security and interest recoverable by the tenant. If the tenant does not move out in 30 days then the tenant's notice is considered withdrawn.

*Failure to Provide Essential Services\**

If, contrary to the lease, an essential service is not provided (heat, running or hot water, electricity, gas, or plumbing) and this is NOT due to a utility provider’s failure, or if the landlord fails to maintain the building in material compliance with the Code, and the tenant or tenant’s family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:

1. Get the essential service restored and deduct the cost from the rent after giving the landlord paid receipts; OR
2. File a lawsuit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
3. Get substitute housing and be excused from paying rent for the period that the tenant cannot stay in the rental unit, OR
4. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of its premises.

**\*For more information, review the [RLTO Ordinance](#).**



*Fire or Casualty Damage*

If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant’s family or guests are not responsible for the fire or accident, the tenant may:

1. Move out immediately and provide written notice to the landlord of the intention to terminate the rental agreement within 14 days after moving out.
2. If legal, the tenant may stay in the unit but if they cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
3. If the tenant stays, and the landlord fails to diligently carry work to repair the rental unit, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant’s intention to terminate the rental agreement and move out.

LANDLORD REMEDIES\*

**WHAT HAPPENS IF A TENANT PAYS RENT LATE?**

- o If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5% per month on that part of the rent that exceeds \$500.00 {MUN. CODE CH. 5-12-140 (H)}
- o If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement. However, the tenant may remain in the unit with a rental agreement in good standing if the tenant pays the full amount of back rent and landlord court filing fees before a judge issues an eviction order.
- o If, however, the tenant uses this provision and later receives a second written notice of nonpayment, the tenant will have only five days to pay unpaid rent and will not have an opportunity to pay the back rent to ensure dismissal of the eviction action. {MUN. CODE CH. 5-12-130(a)}
  - If the landlord accepts the late rent , the landlord may not evict the tenant. {MUN. CODE CH. 5-12-130 (g)}
  - If the tenant fails to comply with the Code or the rental agreement, the landlord may give a written notice to the tenant of the specific acts or omissions that violated the code or rental agreement, and of the tenant’s right to remedy the breach within 10 days. The landlord may terminate the rental agreement if tenant fails to correct the violation within the 10-day notice period. {MUN. CODE CH. 5-12-130 (b)}
  - If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the specified period, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs. {MUN. CODE CH. 5-12-130 (c)}

\*For more information, review the [RLTO Ordinance](#).

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD {MUN. CODE CH. 5-12-150}

A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A tenant has the right to undertake any right or remedy provided by law without retaliation from the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing, or threatening to bring an eviction action, or refusing to renew a lease agreement.

**For more information**

Visit the City of Chicago Department of Housing website at: [chicago.gov/rto](http://chicago.gov/rto). For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

**A message about porch safety:**

The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.



## RESIDENTIAL LANDLORD AND TENANT ORDINANCE Rate of Interest on Security Deposits

Municipal code chapters 5-12-080, 5-12-081 and 5-12-170

- A landlord must give a tenant a receipt for a security deposit that includes the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of Jan. 1, 2024, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%.

The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: Savings Account 0.01 percent, insured Money Market 0.01 percent and Six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

### Security Deposit Interest Rate January 1-December 31, 2024: 0.01%

2015 to 2024: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38%
2011: 0.073%	2004: 0.42%	Pre-July 1997: 5%
2010: 0.073%	2003: 0.52%	
2009: 0.12%	2002: 0.83%	

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Housing, City Hall, Room 1006.





# ORDENANZA DE RESIDENCIAS PARA DUEÑOS E INQUILINOS (ARRENDATARIOS) Tarifa de Interes en Depositos de Seguridad

**Codigo Municipal, Capitulo 5-12-080, 5-12-081 y 5-12-170**

- El dueño del edificio (propietario) debe darle a su inquilino (arrendatario) un recibo por Depósito de Seguridad que incluya el nombre de la persona, la fecha cuando fue recibido y la descripción de la unidad (casa) que esta rentando. El recibo debe ser firmado por la persona aceptando el depósito de seguridad.
- El dueño del edificio debe pagar interes cada año en el depósito de seguridad (eff. 11-6-86) y renta en la prepagada (eff. 1-1-92) retenida por más de seis meses.
- La tarifa de interés que el dueño del edificio debe pagar es fijada cada año por el Controlador de la Ciudad. (eff. 7-1-97).
- Antes que el dueño del edificio pueda deducir los gastos por daños del deposito de seguridad, el dueño del edificio deberá proporcionar a su inquilino (arrendatario) una declaración detallada de los articulos dañados, dentro de los 30 dias de la fecha que el inquilino (arrendatario) deje vacante la unidad que rentaba.
- Dentro de los 45 dias de la fecha que el inquilino (arrendatario) deje vacante la unidad o casa, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por los daños.
- En el evento de fuego, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por daños, dentro de los siete dias en que el inquilino (arrendatario) proporcionó notificación de terminación del acuerdo de renta. (eff. 1-1-92)

Bajo el Capitulo 5-1 2 del Codigo Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad debera calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando Enero 1, del 2024 basado en la información de la Oficina del Controlador (City Comptroller’s Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento. Esta tarifa esta basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, el cual es el banco comercial que tiene mas sucursales localizadas en la Ciudad de Chicago: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Deposito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

### Tarifa de Interes Deposito de Seguridad Enero 1-Diciembre 31, 2024: 0.01%

2015 - 2024: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38 %
2011: 0.073%	2004: 0.42%	Antes de Julio 1997:
2010: 0.073%	2003: 0.52%	5%
2009: 0.12%	2002: 0.83%	

Para una copia de la Ordenanza de Residencias para Dueños e Inquilinos, visite la oficina del City Clerk, Cuarto 107, 121 N. LaSalle St. Para una copia del resumen de la Ordenanza de Residencias para Dueños e Inquilinos, visite DOH, 121 N. LaSalle St., Cuarto 1006.